BEFORE THE ADDITIONAL INDUSTRIAL TRIBUNAL, BANGALORE.

A. I. D. No. 14 of 1970.

The Workmen of the Watch Factory, Bangalore, represented by the Hindustan Machine Tools Watch Factory Employees' Union, Bangalore-31 — First Party

The Management of the Hindustan Machine Tools Limited, HMT Watch Factory, H M T P. O. Bangalore-31 — Second Party

M E M O

The parties above named beg to submit as follows:

The entire dispute referred for adjudication in the above reference has been settled in terms of the settlement dated 18th March 1971 entered into between the parties, a copy of which is attached herewith as Annexure 'A'.

The parties pray that this Hon'ble Tribunal may be pleased to pass an Award in terms of the said Settlement.

Dated at Bangalore this TWENTY SECOND day of MARCH 1971.

REPRESENTING THE MANAGEMENT

(M. N. Madhav Murty)
General Manager
Hindustan Machine Tools Limited
HMT Watch Factory

(S. S. Nigam)
Personnel Manager
Hindustan Machine Tools Limited,
HMT Watch Factory

REPRESENTING THE WORKMEN

(T. E. Kalidas)
President,
The Hindustan Machine Tools
Watch Factory Employees' Union

(Girija V. N. Rao)
Vice-President,
The Hindustan Machine Tools
Watch Factory Employees' Union

(V. C. Thanigachalam)
Secretary
The Hindustan Machine Tools
Watch Factory Employees' Union

(John Josephine)
Joint Secretary,
The Hindustan Machine Tools
Watch Factory Employees' Union

(J. V. Jayaramaiah)
Treasurer
The Hindustan Machine Tools
Watch Factory Employees' Union.

ANNEXURE—"A"

FORM 'H'

Memorandum of Settlement under Section 2(P) of the Industrial Disputes Act, 1947 read with Rule 59 of the Industrial Disputes (Mysore)Rule, 1957.

Dated this 18th day of March 1971.

Name of the Parties:

Representing Employer:

Shri M. N. Madhav Murty — General Manager, Hindustan Machine Tools Ltd., HMT Watch Factory, HMT PO, Bangalore-31

Representing Employees:

President, Vice-President, Secretary, Joint Secretary, Treasurer. — The Hindustan Machine Tools Watch Factory Employees' Union HMT PO. Bangalore-31.

SHORT RECITAL OF THE CASE

The employees of the Hindustan Machine Tools Limited, HMT Watch Factory, went on strike with effect from 27th October 1970 demanding separate transport fleet for Watch Factory Employees. The Management contended that the strike was unjustified and illegal. Subsequently, the matter was treated as an Industrial Dispute, and taken in the Conciliation under section 12(1) of the Industrial Disputes Act 1947, read with Rule 10 of the Industrial Disputes(Mysore) Rules 1957, before the Assistant Labour Commissioner & Conciliation Officer, Bangalore Division(i), Bangalore.

The conciliation resulted in failure vide Factual Report No. IDA/ H-166/264/70-71 dated 3rd November 1970. Subsequently the said dispute was referred for adjudication to the Additional Industrial Tribunal at Bangalore by the Government of Mysore vide order No. FCL 680 LLD 70(1) dated 3rd November 1970 under sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act No. XVI of 1947) with the following points of dispute :

> "Are the workers of Hindustan Machine Tools Limited, Watch Factory, H.M.T. Post Office, Bangalore-31 justified in going on strike with effect from 27th October 1970 demanding separate transport facility?
>
> If they are justified to what relief they are entotled to?"

Consequent to the reference of the dispute to the Additional Industrial Tribunal, Bangalore for adjudication, the Government of Mysore vide Order No. FCL 65) LLD 70(/) dated 3rd November 1970. prohibited the continuance of the strike by the workmen of the Hindustan Machine Tools Limited, Watch Factoro under sub-section (3) of Section 10 of the Industrial Disputes Act 1947 (Central Act XIV of 1947).

Arising out of the prohibitory orders of the Government, the employees called off the said strike, and resumed work with effect from 6th of November 1970.

The Hindustan Machine Tools Watch Factory Employees' Union on behalf of the workmen submitted the claims statement to the Additional Industrial Tribunnal, Bangalore on 16th December 1970. The Management of the Company filed the counter statement on 13th January 1971 The said employees' Union was asked to file reply of the Counter Statement from the management.

In the meantime, the said Union of the workmen approach Management to arrive at an amicable settlement of the issue.

After prolonged discussions the Hindustan Machine Tools Watch Factory Employees' Union offered to make good the loss of production of watches arising out of the strike, and requested the management to consider to make good the wages lost by employees during the strike period.

Both the parties agreed to come to an amicable settlement on terms set out hereunder and to submit the same jointly before the Additional Industrial Tribunal, Bangalore, with a request to pass an award in terms of the settlement.

TERMS OF SETTLEMENT.

1. The Union agrees to make good the loss of production of 16,000 watches arising out of the strike as mentioned below.

(a) This will be by making extra efforts for augmenting the production on normal working days, and by working for full days on 14 Saturdays which are normally partial working days for employees in general shift beginning from the date of target within September 1971.

(b) Out of the total loss of production of 16,000 watches, the Union agrees to make good the production of 1,000 watches within the current financial year i.e., before 31st march 1971.

(c) Further this will be done by making additional production of 11,000 watches to the scheduled target of 89,500 watches during the first quarter of the next financial year *i.e.*, by the end of June 1971 or earlier. Thus, the Union agrees to achieve the target of 1,00,500 watches by the end of June 1971. In case production of watches during this period exceeds the above limit or is more than the additional 11,000 watches, this excess over and above 11,000 watches will be accounted against the remaining extra production of 4,000 watches to be achieved before the end of September 1971.

(d) The balance loss of production of 4,000 watches will be made good in the second quarter of the next financial year, *i.e.*, by the end of September 1971. In addition to the scheduled target of 91,500 watches for the second quarter, 4,000 more watches will be produced. Thus, the employees agree to achieve the target of 95,500 watches during the second quarter ending September 1971 or earlier.

(e) In this way, apart from making good the loss of 1,000 watches during the current financial year ending March 1971, 15,000 watches will be produced in addition to the scheduled target of 1,81 000 watches, to atlling to achievement of the target of 1,96,000 watches by the end of the second quarter of the next financial year *i.e.*, by the end of September 1971.

2. In view of the cordial union-management relations, and existence of discipline and industrial peace, and in view of the assurance of the Union for additional production to make good the loss of production by extra efforts of employees, the Management, as a gesture of good will, agrees to pay the wages lost during the strike period as mentioned below.

(a) The management agrees to pay the 50% of wages lost by each employee during the strike period on the 26th March 1971 as an advance payment.

(b) The balance 50% of the strike period wages will be paid as and when the additional production of 16,000 of watches as achieved, as agreed to by the Union in this settlement i. e , on or before the end of September 1971, depending upon the fulfilment of the said additional production.

In case, the additional production of 16,000 watches is made good, over and above the normal target of production of watches earlier than the end of September 1971, the Management agrees to pay the remaining 50% of the wages along with the salary of next month.

3. In case the additional production of 12,000 watches, over and above the targetted production is not achieved withen June 1971, as assured by the Union, the advance amount of 50% wages so paid to the employees will be recovered by the Management after 30th, June 1971. If no additional production of remaining 4,000 watches is achieved by the end of September 1971 over and above the target of production for the quarter from July to September 1971, no extra payment will be made.

Signed on this EIGHTEENTH day of March 1971.

SIGNATURE OF PARTIES.

REPRESENTING EMPLOYER

Sd/

(M.N. Madhav Murthy)
General Manager
Hindustan Machine Tools Limited,
HMT Watch Factory

WITNESS

Sd/-

(S. S. Nigam)
Personnel Manager
Hindustan Machine Tools Limited,
HMT Watch Factory

REPRESENTING WORKMEN

Sd/

(T.E. Kalidas)
President
The Hindustan Machine Tools
Watch Factory Employee's Union

Sd/-

(Girija V. N. Rao)
Vice President
The Hindustan Machine Tools
Watch Factory Employees' Union

Sd/-

(V. C. Thanigachalam)
Secretary
The Hindustan Machine Tools
Watch Factory Employees' Union

Sd/-

(John Josephine)
Joint Secretary,
The Hindustan Machine Tools
Watch Factory Employees Union

Sd/-

(J. V. Jayaramaiah)
Treasurer
The Hindustan Machine Tools
Watch Factory Employees' Union.

Presiding Officer,
Additional Industrial Tribunal.
Bangalore